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FILED & ENTERED

JUN 10 2015

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY penning DEPUTY CLERK

7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 LOS ANGELES DIVISION

10 In re
11 ATHERTON FINANCIAL BUILDING LLC,
12 a California limited liability company,
13 Debtor.

Case No. 2:14-bk-27223-TD
Chapter 11
Adv. No. 2:15-ap-01145-TD
ORDER GRANTING MOTION TO
APPROVE SETTLEMENT AND
COMPROMISE

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15 Hearing:

16 Date: June 3, 2015
17 Time: 2:00 p.m.
18 Place: Courtroom 1345
255 East Temple Street
Los Angeles, California 90012

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1 A hearing was held on June 3, 2015, at 2:00 p.m. in Courtroom 1345 of the United States
2 Bankruptcy Court for the Central District of California, Los Angeles Division, before the Honorable
3 Thomas B. Donovan, United States Bankruptcy Judge, for the Court to consider the motion
4 ("Motion"), filed by Atherton Financial Building LLC, the debtor and debtor in possession herein (the
5 "Debtor"), for an order to approve settlement and compromise with Bank SinoPac Los Angeles
6 Branch ("Bank") which partially resolves adversary proceeding 2:15-ap-01145-TD commenced by the
7 Bank (the "Adversary Proceeding") and, further, final resolution and dismissal of this bankruptcy case.
8 In light of the Court's tentative ruling issued in advance of the hearing, appearances were waived.

9 The Court, having considered the Motion, all papers filed in support of the Motion, the
10 Stipulation for Immediate Entry of Declaratory Judgment (the "Stipulation") attached to the Motion as
11 Exhibit "A", no opposition to the Motion having been filed, proper notice of the Motion and the
12 hearing on the Motion having been provided, having determined that the proposed compromise is fair
13 and reasonable and in the best interest of the Debtor's estate and all creditors, and complies with all the
14 requirements set forth in Martin v. Kane (In re A & C Properties), 784 F.2d 1377, 1380-81 (9th Cir.
15 1986), cert. denied 479 U.S. 854 (1986), the entire record in this case, and other good cause appearing
16 therefor,

17 IT IS HEREBY ORDERED AS FOLLOWS:

- 18 A. The Motion is hereby granted in its entirety;
- 19 B. The compromise set forth in the Motion is hereby approved in its entirety;
- 20 C. All parties to the Stipulation and the compromise are hereby authorized to take
21 all actions necessary and proper to consummate the compromise;
- 22 D. A Judgment on the Stipulation, to be submitted by the Bank, shall be entered in
23 the Adversary Proceeding;
- 24 E. Levene, Neale, Bender, Yoo & Brill L.L.P. ("LNBYB"), general bankruptcy
25 counsel to the Debtor, is hereby authorized and instructed to transfer the sum of \$1,500,000
26 being held by LNBYB of proceeds of the sale of the Debtor's assets (the "Sale Proceeds"), to
27 the Bank in accordance with payment instructions to be provided by the Bank to LNBYB;
- 28 F. LNBYB shall pay all remaining administrative claims of the Debtor's estate,

1 including professional fees and U.S. Trustee quarterly fees, from the Sale Proceeds;

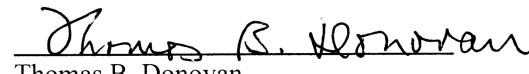
2 G. This bankruptcy case is hereby dismissed;

3 H. Notwithstanding dismissal of this bankruptcy case, the Court expressly retains
4 jurisdiction over the Adversary Proceeding.

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Date: June 10, 2015


Thomas B. Donovan
United States Bankruptcy Judge